

Rev
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**CERTIFICATE OF CORPORATE RESOLUTION OF
THE BOARD OF DIRECTORS OF
SPENWICK VILLAGE I CONDOMINIUM ASSOCIATION, INC.
(RELATING TO THE MAINTENANCE, REPAIR AND REPLACEMENT OF
WINDOWS AND DOORS SERVING ONLY THE OWNERS' UNIT)**

The undersigned Secretary of Spenwick Village I Condominium Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on August 24th, 2005, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain Declaration of Restrictive and Protective Covenants for a Condominium Regime known as Spenwick Village Condominium No. 1 recorded in Volume 41, Page 1 of the Condominium Records of Harris County, Texas, together with any and all amendments thereto (the "Declaration"), the Association is generally responsible for administering, maintaining, repairing, and replacing the common elements of the Spenwick Village I Condominium Regime (the "Property"); and

WHEREAS, the Declaration provides that fixtures serving only a given unit constitute a part of the unit for which individual unit owners have the responsibility of maintenance, repair and replacement; and

WHEREAS, windows and doors are fixtures that constitute a part of each respective unit; and

WHEREAS, Section 82.107 of the Texas Property Code (the Texas Uniform Condominium Act, or "TUCA"), in a section applicable to condominiums created subsequent to January 1, 1994, evidences the legislative intent as to such issue that "...each Unit Owner is responsible for the cost of maintenance, repair, and replacement of windows and doors serving only the owners unit..."; and

WHEREAS, the Association, acting by and through the Board of Directors, has heretofore interpreted the Declaration, which interpretation is fully supported by the legislative intent evidenced by TUCA, to provide that each unit owner is and shall be responsible for the costs of the maintenance, repair, and replacement of the windows and doors serving only the owner's unit; and

WHEREAS, by this resolution, the Board of Directors is desirous of evidencing, ratifying and confirming the present existing policy of the Association, as to the maintenance, repair, and replacement responsibility of the windows and doors of the respective condominium units serving only the respective owners' units, and to provide disclosure of such policy to prospective future owners of condominium units at the Property as to same;

9120-01-110

NOW THEREFORE, formal notice is hereby given to all existing present owners of condominiums at the Property as to the existing policy of the Association, and to all prospective future owners of condominiums at the Property of the existing policy of the Association, as follows:

**ASSOCIATION POLICY AS TO MAINTENANCE, REPAIR, AND REPLACEMENT OF
WINDOWS AND DOORS SERVING ONLY THE OWNER'S UNIT**

- (i) Except as otherwise provided in this Policy, the obligation to maintain, repair, and/or replace the windows and doors serving only a specific unit shall be the responsibility of the owner of that unit, and any and all costs incurred in connection with any such maintenance, repair, and replacement shall be the sole cost and expense of such unit owner.

- (ii) Notwithstanding the foregoing, as part of any present or future painting or repainting of the exteriors of the buildings/common elements, the Association shall continue to paint the exteriors of the doors and/or window frame trim so as to maintain uniformity of appearance, at the Association's expense (i.e. common expense).

If a unit door or window is determined by the Association to be damaged, or no longer serviceable (due to rot, deterioration, etc.), the Association shall notify the unit owner who shall be obligated to promptly replace same at his/her expense. If the unit owner fails or refuses to replace the door or window, the Association shall have the right, but not the obligation, to do so and levy the cost of same to the unit owner as an assessment under the applicable provision of TUCA.

- (iii) In the event that a unit owner intends to replace a door or window, the fixture so replaced must be of the same or comparable style, outward appearance, color, and materials, as the door or window sought to be replaced. Any alteration in style, outward appearance, color, and materials shall be subject to the Association's (acting by and through the Board) prior written approval. After the installation of any such replacement door or window, the Association will paint such exterior surface or trim as may be reasonably necessary at the Association's expense (i.e. common expense) so as to maintain uniformity of appearance.

- (iv) This policy shall be and is hereby established as the current policy of the Association notwithstanding that the Association may have undertaken repairs or replacements under limited and/or other special circumstances in the past.

The foregoing policy confirms and ratifies the maintenance, repair, and replacement responsibilities established by the Declaration, as heretofore implemented and to be hereafter implemented by the Association.

SPENWICK VILLAGE I CONDOMINIUM ASSOCIATION, Inc., a Texas non-profit corporation

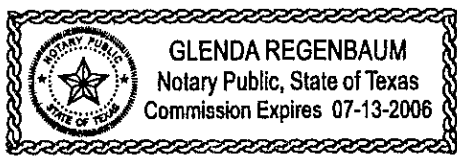
10/20/05

By: *Jeannie Parker*
JEANNIE PARKER, Secretary

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 24th day of August 2005, by Jeannie Parker, Secretary of Spenwick Village I Condominium Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[Signature]
Notary Public - State of Texas



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

SEP 21 2005

RECORD AND RETURN TO:
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: Richard C. Lievens
808 Travis Street, Suite 2600
Houston, Texas 77002



[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED FOR RECORD
8:00 AM

SEP 21 2005

[Signature]
County Clerk, Harris County, Texas